

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

GARY PIERCE  
Chairman

2011 OCT 11 P 3:35

Arizona Corporation Commission

BOB STUMP  
Commissioner

AZ CORP COMMISSION  
DOCKET CONTROL

DOCKETED

SANDRA D. KENNEDY  
Commissioner

OCT 11 2011

PAUL NEWMAN  
Commissioner



BRENDA BURNS  
Commissioner

IN THE MATTER OF

DOCKET NO. T-01051B-11-0351

RAYE ELLEN STILES,

Complainant,

v.

ANSWER TO COMPLAINT

QWEST CORPORATION d/b/a  
CENTURYLINK-QC,

Respondent.

Qwest Corporation d/b/a CenturyLink-QC ("CenturyLink"), in its answer to the allegations of the Complaint on file herein, affirms, denies, and alleges as follows:

Answering the Allegations Made on Page 1:

1. CenturyLink denies that it has provided misrepresentations to the Commission, the Commission Staff, or to the Complainant.
2. CenturyLink denies that it has refused or failed to cooperate.
3. CenturyLink affirms that the Complainant had at one time subscribed to telephone service at 734 E. Roger Rd, Tucson, telephone number 520-888-8007.
4. CenturyLink affirms that the Complainant asked that service at the Roger Rd.

1 address be disconnected, and that it was disconnected pursuant to her request on January 31,  
2 2008. However, at the time of her request to disconnect, there was still a balance of \$148.22  
3 owed to Qwest on the account for unpaid regulated charges

4 5. CenturyLink is without knowledge or information sufficient to form a belief as to  
5 the truth of the remaining statements and allegations.

6 **Answering the Allegations Made in the Unnumbered Paragraphs on Page 2:**

7 6. CenturyLink's responses to the allegations made on page 1 are incorporated  
8 herein by reference.

9 7. CenturyLink affirms the Complainant voluntarily disconnected her CenturyLink  
10 telephone service at 734 E Rogers Rd. on January 31, 2008 and on November 10, 2009 requested  
11 new telephone service from CenturyLink.

12 8. CenturyLink affirms that the Complainant received TAP assistance for her  
13 telephone service at the Rogers Rd. address until December 31, 2007, when the Company was  
14 notified by the Arizona Department of Economic Security that she had not been recertified for  
15 participation in the TAP program.

16 9. CenturyLink affirms that upon receiving the Complainant's request for new  
17 service, the company advised that she still owed money on the Rogers Rd. account. The charges  
18 on the unpaid final bill, owed to CenturyLink and unaffiliated interexchange carriers from the  
19 Rogers Rd. telephone line, are as follows:

- 20
- CenturyLink/Qwest \$154.79 ( \$148.22 regulated \$6.57 unregulated)
  - Third Party Charges \$31.36
  - Unaffiliated Long Distance Charges \$1523.04
- 21

22 10. TAP assistance does not cover 100% of local telephone charges. The account  
23 balances owed for the local regulated services stated above are net of TAP assistance.

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1           11. CenturyLink affirms that it has refused to install new telephone service to the  
2 Complainant until the Complainant pays the unpaid charges owed to CenturyLink from the old  
3 Rogers Rd. service, which was disconnected at the Complainant's request, on January 31, 2008.  
4 The denial of local service is based on nonpayment of charges for regulated local telephone  
5 service. The denial of long distance service is based on the non-payment of outstanding bills for  
6 various long distance carriers dating back to November 25, 2005, as described in paragraph 9  
7 above.

8           12. CenturyLink is without knowledge or information sufficient to form a belief as to  
9 the truth of the remaining statements and allegations.

10                                   **Answering the Allegations Made in Section II:**

11           13. CenturyLink's responses to the allegations made on pages 1 and 2 are  
12 incorporated herein by reference.

13           14. CenturyLink affirms that disconnection of the old service on Rogers Rd. was a  
14 voluntary disconnection initiated by the Complainant and was not for nonpayment.

15           15. CenturyLink denies that it wrongfully denied telephone service to the  
16 Complainant. CenturyLink asserts that denial of new service is based upon nonpayment of the  
17 final bill for the old service on Rogers Rd., and that the company may rightfully insist upon  
18 payment of balances due for previous accounts before extending new service.

19           16. CenturyLink is without knowledge or information sufficient to form a belief as to  
20 the truth of the remaining statements and allegations.

21                                   **Answering the Allegations Made in Section III:**

22           17. CenturyLink's responses to the allegations made on pages 1 and 2 and in  
23 Section II are incorporated herein by reference.

1           18.     CenturyLink denies that it has refused to allow Complainant access to TAP.

2           19.     The Complainant voluntarily disconnected the telephone service upon which TAP  
3 benefit had been applied.

4           20.     Eligibility for TAP is administered by the Arizona Department of Economic  
5 Security ("DES"). CenturyLink can only apply TAP benefits to subscribers who have applied  
6 and qualified through DES. According to DES records, the term for the Complainant's last TAP  
7 application expired on December 31, 2007. There is no record at DES that Complainant has  
8 been recertified to receive TAP benefits.

9           21.     CenturyLink is not required to provide TAP benefits or cash equivalent to  
10 customers of other telephone companies.

11          22.     CenturyLink denies all other allegations made, or is without knowledge or  
12 information sufficient to form a belief as to the truth thereof.

13                               **Answering the Allegations Made in Section IV:**

14          23.     CenturyLink's responses to the allegations made on pages 1-2 and in Sections II-  
15 III are incorporated herein by reference.

16          24.     CenturyLink states that the amounts still owed to CenturyLink for account  
17 number 520-888-8007 are reflected in the company's records regularly maintained in the normal  
18 course of business. Accurate summaries of the records for that account have been provided to  
19 the Complainant and the Commission Staff.

20          25.     CenturyLink denies all other allegations made, or is without knowledge or  
21 information to form a belief as to the truth thereof.

22                               **Answering the Allegation Made in Section V:**

23          26.     CenturyLink's responses to the allegations made on pages 1-2 and in Sections II-  
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1 IV are incorporated herein by reference.

2 27. CenturyLink denies that Complainant was ever told that local telephone service  
3 would not be provided to her under any circumstances.

4 28. CenturyLink neither affirms nor denies that Complainant was told that when local  
5 service is restored upon payment of amounts due for the old service, there would be a block on  
6 long distance until those charges were paid to the long distance providers. CenturyLink states  
7 that when it is determined that a customer has unpaid long distance charges, its policy is to  
8 restore service upon full payment of any outstanding local charges, but to place a block on long  
9 distance calling.

10 29. CenturyLink denies that it has assessed false charges to the Complainant, and  
11 denies that it is party to an agreement with the Attorney General pursuant to which it must  
12 compensate the Complainant.

13 30. CenturyLink denies the remaining allegations.

14 **Response to Section VI, Paragraphs 1-7, Requested Remedies:**

15 31. CenturyLink's responses to the allegations made on pages 1 and 2 and in  
16 Sections II-V are incorporated herein by reference.

17 32. The Complainant voluntarily disconnected telephone service from CenturyLink  
18 and never paid the final bill to CenturyLink, which included charges for both regulated local  
19 services, as well as unregulated charges. CenturyLink is entitled to payment of the final bill for  
20 prior local service before providing new service to a subscriber, and can only apply TAP benefits  
21 to DES-qualified individuals having active accounts. The Complainant has not had an active  
22 account with CenturyLink during the relevant period for which damages are sought.

23 33. The Complainant has failed to state a claim upon which the relief requested may  
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1 be granted.

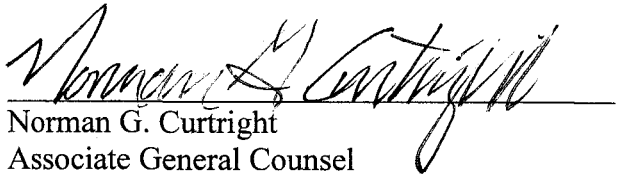
2 34. The Complaint relies upon erroneous factual assertions.

3 35. The Commission lacks the authority to award monetary damages, exemplary or  
4 punitive damages, or to order injunctive relief.

5 WHEREFORE, CenturyLink prays that the Commission decide against the Complainant  
6 and that the Complainant take nothing.

7 RESPECTFULLY SUBMITTED, this 11<sup>th</sup> day of October, 2011.

8 QWEST CORPORATION d/b/a  
9 CENTURYLINK-QC,

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11 Norman G. Curtright  
12 Associate General Counsel  
13 20 E. Thomas Road, 1st Floor  
14 Phoenix, Arizona 85012  
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1 ORIGINAL and thirteen (13) copies filed  
2 this 11<sup>th</sup> day of October, 2011, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 Copy of the foregoing hand-delivered  
8 this 11<sup>th</sup> day of October, 2011, to:


9 Steve Olea, Director  
10 Utilities Division  
11 ARIZONA CORPORATION COMMISSION  
12 1200 West Washington Street  
13 Phoenix, AZ 85007

Janice Alward, Chief Counsel  
Legal Division  
ARIZONA CORPORATION COMMISSION  
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14 Lyn Farmer  
15 ARIZONA CORPORATION COMMISSION  
16 1200 West Washington Street  
17 Phoenix, AZ 85007

18 Copy of the foregoing sent via U.S. Mail  
19 this 11<sup>th</sup> day of October, 2011, to:

20 Raye Ellen Stiles  
21 2018 N. Tucker Drive  
22 Tucson, AZ 85716

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